

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

REALTIME ADAPTIVE STREAMING LLC,

Plaintiff,

v.

AMAZON.COM, INC.; AMAZON DIGITAL
SERVICES, LLC; AMAZON DIGITAL
SERVICES, INC.,

Defendants.

Case No. 6:17-cv-00549-JRG

JURY TRIAL DEMANDED

**ANSWER OF THE AMAZON DEFENDANTS TO FIRST
AMENDED COMPLAINT OF REALTIME ADAPTIVE STREAMING LLC**

Defendants Amazon.com, Inc., Amazon Digital Services, LLC, and Amazon Digital Services, Inc. (collectively “Amazon”) answer the first amended complaint (hereafter, “complaint”) of Plaintiff Realtime Adaptive Streaming LLC (“Realtime”) (Dkt. No. 21) as follows:

THE PARTIES*

1. Amazon lacks sufficient information to form a belief as to the truth or falsity of the allegations of paragraph 1 of the complaint and, on that basis, denies them.

2. Amazon admits that Amazon Digital Services, Inc. was a Delaware corporation with its principal place of business at 410 Terry Avenue North, Seattle, Washington, 98109. Amazon Digital Services, Inc. ceased any operations in 2015 when it was converted into an LLC entity. Amazon denies the remaining allegations of paragraph 2 of the complaint.

3. Amazon admits that Amazon Digital Services, LLC is a Delaware limited liability company with a principal place of business at 410 Terry Avenue North, Seattle, Washington 98109. Amazon further admits that Amazon Digital Services, LLC maintains an agent for service of process at CSC, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. Amazon admits that Amazon.com, Inc. is a Delaware corporation with its principal place of business at 410 Terry Avenue North, Seattle, Washington, 98109. Amazon further admits that Amazon Digital Services, Inc. and Amazon Digital Services, LLC are wholly owned subsidiaries of Amazon.com, Inc. Amazon further admits that Amazon.com, Inc. maintains an agent for service of process at CSC, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

* To the extent that Realtime intends the headings in its complaint to constitute allegations, Amazon denies them. The headings in Amazon’s answer do not constitute responses to them.

5. Amazon admits that a document at <https://www.dentoncad.com/api/notices/notice/699143?year=2017> purports to be a Denton Central Appraisal District 2017 Notice of Appraisal for a property located at 15201 Heritage Parkway in Fort Worth, Texas and identifies “Amazon.com KYOC, LLC” and “DBA Amazon FTW3 Distribution Center.” Amazon admits that a document at <https://www.dentoncad.com/api/notices/notice/659411?year=2017> purports to be a Denton Central Appraisal District 2017 Notice of Appraised Value for a property located at 1649 West Frankford Road in Carrollton, Texas and identifies “AMAZON” and “DBA A100 US LLC.” Amazon admits that a purported blog post at <https://blog.taxjar.com/amazon-warehouse-locations/> lists “#DFW6 - 940 W Bethel Road Coppell, TX 75019.” Amazon admits that a third party website at <https://trustfile.avalara.com/resources/amazon-warehouselocations/> purports to list addresses of “FBA distribution centers” in the State of Texas. Amazon admits that a web page at <http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-2733> references a purported service agreement with Amazon Web Services, Inc. (“AWS”). Amazon admits that a page on the AWS public website, at <https://aws.amazon.com/contract-center/cloud-services-for-the-state-of-texas/>, provides information about “Cloud Services for the State of Texas Department of Information Resources.” Amazon denies that any employees with technical or financial knowledge about the accused technology work at any facilities in the Eastern District of Texas. Amazon further denies that any source code, technical, or financial documentation or information relating to the accused technology is located in the Eastern District of Texas. Amazon denies the remaining allegations of paragraph 5 of the complaint.¹

¹ The links identified in footnote 1 of the complaint are not factual allegations and thus require no response.

JURISDICTION AND VENUE

6. Amazon admits that Realtime purports to allege an action for patent infringement arising under the patent laws of the United States and that this Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. Amazon admits that Realtime purports to allege that this Court has personal jurisdiction over Amazon. Amazon denies the remaining allegations of paragraph 7 of the complaint.

8. Amazon denies that venue is proper or otherwise convenient in this district for at least the reasons set forth in the Motion of Defendants Amazon.com, Inc., Amazon Digital Services, LLC, and Amazon Digital Services, Inc. to Change Venue to the Western District of Washington and papers in support of that motion. Amazon denies the remaining allegations of paragraph 8 of the complaint.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 8,934,535

9. Amazon incorporates and restates its responses to the allegations set forth in paragraphs 1 through 8 of the complaint.

10. Amazon admits that U.S. Patent No. 8,934,535 (the “’535 patent”) identifies January 13, 2015 as its issue date and “Systems and methods for video and audio data storage and distribution” as its title. Amazon further admits that a purported copy of the ’535 patent is attached to the complaint as Exhibit A. Amazon lacks sufficient information to form a belief as to the truth or falsity of the remaining allegations of paragraph 10 of the complaint and, on that basis, denies them.

11. Amazon denies the allegations of paragraph 11 of the complaint.

12. Amazon denies the allegations of paragraph 12 of the complaint.

13. Amazon admits that a *PC World* article available at https://www.pcworld.com/article/259040/google_play_vs_amazon_vs_itunes_store_how_the_content_stores_stack_up.html states, “Amazon makes its video content accessible in two formats: H.264/AAC within a .mp4 container, and VC-1/WMV9 within a .wmv container. AAC video is best for Macs, while .wmv is optimized for Windows Media Player.” Amazon further admits that a page from Amazon’s public web site, <https://www.amazon.com/gp/help/customer/display.html?nodeId=201648150>, states, “[w]hen you start watching a video, the picture and audio quality automatically adjust to settings that will work best with your current playback device and Internet connection.” Amazon denies the remaining allegations of paragraph 13 of the complaint.

14. Amazon denies the allegations of paragraph 14 of the complaint.

15. Amazon lacks sufficient information to form a belief as to the truth or falsity of the allegations of paragraph 15 of the complaint and, on that basis, denies them.

16. Amazon denies the allegations of paragraph 16 of the complaint.

17. Amazon denies the allegations of paragraph 17 of the complaint.

18. Amazon denies the allegations of paragraph 18 of the complaint.

19. Amazon denies the allegations of paragraph 19 of the complaint.

20. Amazon denies the allegations of paragraph 20 of the complaint.

21. Amazon denies the allegations of paragraph 21 of the complaint.

22. Amazon denies the allegations of paragraph 22 of the complaint.

23. Amazon denies the allegations of paragraph 23 of the complaint.

24. Amazon denies the allegations of paragraph 24 of the complaint.

25. Amazon denies the allegations of paragraph 25 of the complaint.

26. Amazon denies the allegations of paragraph 26 of the complaint.

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 9,769,477

27. Amazon incorporates and restates its responses to the allegations set forth in paragraphs 1 through 26 of the complaint.

28. Amazon admits that U.S. Patent No. 9,769,477 (the “’477 patent”) identifies September 19, 2017 as its issue date and “Video data compression systems” as its title. Amazon further admits that a purported copy of the ’477 patent is attached to the complaint as Exhibit B. Amazon lacks sufficient information to form a belief as to the truth or falsity of the remaining allegations of paragraph 28 of the complaint and, on that basis, denies them.

29. Amazon denies the allegations of paragraph 29 of the complaint.

30. Amazon denies the allegations of paragraph 30 of the complaint.

31. Amazon admits that a *PC World* article available at https://www.pcworld.com/article/259040/google_play_vs_amazon_vs_itunes_store_how_the_content_stores_stack_up.html states, “Amazon makes its video content accessible in two formats: H.264/AAC within a .mp4 container, and VC-1/WMV9 within a .wmv container. AAC video is best for Macs, while .wmv is optimized for Windows Media Player.” Amazon further admits that a page from Amazon’s public web site, <https://www.amazon.com/gp/help/customer/display.html?nodeId=201648150>, states, “[w]hen you start watching a video, the picture and audio quality automatically adjust to settings that will work best with your current playback device and Internet connection.” Amazon denies the remaining allegations of paragraph 31 of the complaint.

32. Amazon denies the allegations of paragraph 32 of the complaint.

33. Amazon lacks sufficient information to form a belief as to the truth or falsity of the allegations of paragraph 33 of the complaint and, on that basis, denies them.

34. Amazon denies the allegations of paragraph 34 of the complaint.

35. Amazon denies the allegations of paragraph 35 of the complaint.

36. Amazon denies the allegations of paragraph 36 of the complaint.

37. Amazon denies the allegations of paragraph 37 of the complaint.

38. Amazon denies the allegations of paragraph 38 of the complaint.

39. Amazon denies the allegations of paragraph 39 of the complaint.

40. Amazon denies the allegations of paragraph 40 of the complaint.

41. Amazon denies the allegations of paragraph 41 of the complaint.

42. Amazon denies the allegations of paragraph 42 of the complaint.

43. Amazon denies the allegations of paragraph 43 of the complaint.

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 8,929,442

44. Amazon incorporates and restates its responses to the allegations set forth in paragraphs 1 through 43 of the complaint.

45. Amazon admits that U.S. Patent No. 8,929,442 (the “’442 patent”) identifies January 6, 2015 as its issue date and “System and method for video and audio data distribution” as its title. Amazon further admits that a purported copy of the ’442 patent is attached to the complaint as Exhibit C. Amazon lacks sufficient information to form a belief as to the truth or falsity of the remaining allegations of paragraph 45 of the complaint and, on that basis, denies them.

46. Amazon denies the allegations of paragraph 46 of the complaint.

47. Amazon denies the allegations of paragraph 47 of the complaint.

48. Amazon denies the allegations of paragraph 48 of the complaint.
49. Amazon denies the allegations of paragraph 49 of the complaint.
50. Amazon denies the allegations of paragraph 50 of the complaint.
51. Amazon denies the allegations of paragraph 51 of the complaint.
52. Amazon lacks sufficient information to form a belief as to the truth or falsity of the allegations of paragraph 52 of the complaint and, on that basis, denies them.
53. Amazon denies the allegations of paragraph 53 of the complaint.
54. Amazon denies the allegations of paragraph 54 of the complaint.
55. Amazon denies the allegations of paragraph 55 of the complaint.
56. Amazon denies the allegations of paragraph 56 of the complaint.
57. Amazon denies the allegations of paragraph 57 of the complaint.
58. Amazon denies the allegations of paragraph 58 of the complaint.
59. Amazon denies the allegations of paragraph 59 of the complaint.
60. Amazon denies the allegations of paragraph 60 of the complaint.
61. Amazon denies the allegations of paragraph 61 of the complaint.
62. Amazon denies the allegations of paragraph 62 of the complaint.

COUNT IV
INFRINGEMENT OF U.S. PATENT NO. 8,634,462

63. Amazon incorporates and restates its responses to the allegations set forth in paragraphs 1 through 62 of the complaint.

64. Amazon admits that U.S. Patent No. 8,634,462 (the “’462 patent”) identifies January 21, 2014 as its issue date and “Quantization for hybrid video coding” as its title. Amazon further admits that a purported copy of the ’462 patent is attached to the complaint as Exhibit D.

Amazon lacks sufficient information to form a belief as to the truth or falsity of the remaining allegations of paragraph 64 of the complaint and, on that basis, denies them.

65. Amazon denies the allegations of paragraph 65 of the complaint.

66. Amazon denies the allegations of paragraph 66 of the complaint.

67. Amazon admits that the web page at <https://blog.streamingmedia.com/2015/09/amazon-highlights-hevc-support.html> states as follows: “In conjunction with Amazon’s announcement of upgraded Fire TV and streaming stick hardware, the company specifically calls out HEVC on the Fire TV product page. Amazon notes that their Fire TV box is ‘built to support High Efficiency Video Coding (HEVC).’ Amazon explains that, ‘HEVC is approximately 2x more efficient at encoding video than the current industry standard, which means less bandwidth is needed to deliver high-quality video streams. As a result, the majority of Fire TV customers will now experience more high-quality, 1080p streams from Amazon Video.’” Amazon denies the remaining allegations of paragraph 67 of the complaint.

68. Amazon admits that a page on the Amazon web site, https://www.amazon.com/dp/B01N32NCPM/ref=ods_smp_se_d_needle_prostr, entitled “All-New Fire TV with 4K Ultra HD and Alexa Voice Remote (2017 Edition, Pendant) | Streaming Media Player” includes “H.265” under “Content formats supported.”

69. Amazon admits that a page on the Amazon web site, <https://www.amazon.com/Amazon-DV83YW-Fire-TV/dp/B00U3FPN4U>, entitled “Fire TV - Previous Generation” includes “H.265” under “Content formats supported.”

70. Amazon admits that the web page <http://www.aftvnews.com/comparing-h-264-vs-h-265-video-playback-on-the-fire-tv-1-2-and-fire-tv-stick/> states, “[t]he 2nd-gen Fire TV, on the other hand, does have an h.265 capable hardware decoder. That’s because it’s a 4K device and

h.265 is the preferred [sic] codec for 4K video streams from Netflix and Amazon Video. . . . Moving up to a 15 Mbps h.265 video, which is around the quality used by Netflix and Amazon for 4K streaming, we can see the 2nd-gen Fire TV handles this without any issues because it was designed with dedicated hardware to handle this exact codec and bit rate. . . . Lastly, we'll bump up the bit rate to 100 Mbps, which again, nobody would realistically use. . . . The 2nd-gen Fire TV is handling this 100 Mbps h.265 video without a sweat, thanks to its h.265 capable hardware decoder.”

71. Amazon admits that the web page <https://www.theverge.com/2014/12/9/7359695/amazon-announces-4k-streaming-for-instant-video> states, “Instant Video will use the High Efficiency Video Coding (HEVC), otherwise referred to as H.265, to compress the high quality streams. Most new Ultra HD TVs are capable of handling this signal as long as they have an HEVC decoding chip inside.”

72. Amazon denies the allegations of paragraph 72 of the complaint.

73. Amazon denies the allegations of paragraph 73 of the complaint.

74. Amazon denies the allegations of paragraph 74 of the complaint.

75. Amazon denies the allegations of paragraph 75 of the complaint.

76. Amazon denies the allegations of paragraph 76 of the complaint.

77. Amazon denies the allegations of paragraph 77 of the complaint.

78. Amazon denies the allegations of paragraph 78 of the complaint.

79. Amazon denies the allegations of paragraph 79 of the complaint.

80. Amazon denies the allegations of paragraph 80 of the complaint.

81. Amazon denies the allegations of paragraph 81 of the complaint.

82. Amazon denies the allegations of paragraph 82 of the complaint.

- 83. Amazon denies the allegations of paragraph 83 of the complaint.
- 84. Amazon denies the allegations of paragraph 84 of the complaint.
- 85. Amazon denies the allegations of paragraph 85 of the complaint.
- 86. Amazon denies the allegations of paragraph 86 of the complaint.
- 87. Amazon denies the allegations of paragraph 87 of the complaint.
- 88. Amazon denies the allegations of paragraph 88 of the complaint.
- 89. Amazon denies the allegations of paragraph 89 of the complaint.
- 90. Amazon denies the allegations of paragraph 90 of the complaint.

COUNT V
INFRINGEMENT OF U.S. PATENT NO. 9,578,298

91. Amazon incorporates and restates its responses to the allegations set forth in paragraphs 1 through 90 of the complaint.

92. Amazon admits that U.S. Patent No. 9,578,298 (the “’298 patent”) identifies February 21, 2017 as its issue date and “Method for decoding 2D-compatible stereoscopic video flows” as its title. Amazon further admits that a purported copy of the ’462 patent is attached to the complaint as Exhibit E. Amazon lacks sufficient information to form a belief as to the truth or falsity of the remaining allegations of paragraph 64 of the complaint and, on that basis, denies them.

93. Amazon denies the allegations of paragraph 93 of the complaint.

94. Amazon denies the allegations of paragraph 94 of the complaint.

95. Amazon admits that the web page at <https://blog.streamingmedia.com/2015/09/amazon-highlights-hevc-support.html> states as follows: “In conjunction with Amazon’s announcement of upgraded Fire TV and streaming stick hardware, the company specifically calls out HEVC on the Fire TV product page. Amazon notes that their

Fire TV box is ‘built to support High Efficiency Video Coding (HEVC).’ Amazon explains that, ‘HEVC is approximately 2x more efficient at encoding video than the current industry standard, which means less bandwidth is needed to deliver high-quality video streams. As a result, the majority of Fire TV customers will now experience more high-quality, 1080p streams from Amazon Video.’” Amazon denies the remaining allegations of paragraph 95 of the complaint.

96. Amazon admits that a page on the Amazon web site, https://www.amazon.com/dp/B01N32NCPM/ref=ods_smp_se_d_needle_prostr, entitled “All-New Fire TV with 4K Ultra HD and Alexa Voice Remote (2017 Edition, Pendant) | Streaming Media Player” includes “H.265” under “Content formats supported.”

97. Amazon admits that a page on the Amazon web site, <https://www.amazon.com/Amazon-DV83YW-Fire-TV/dp/B00U3FPN4U>, entitled “Fire TV - Previous Generation” includes “H.265” under “Content formats supported.”

98. Amazon admits that the web page <http://www.aftvnews.com/comparing-h-264-vs-h-265-video-playback-on-the-fire-tv-1-2-and-fire-tv-stick/> states, “[t]he 2nd-gen Fire TV, on the other hand, does have an h.265 capable hardware decoder. That’s because it’s a 4K device and h.265 is the preferred [sic] codec for 4K video streams from Netflix and Amazon Video. . . . Moving up to a 15 Mbps h.265 video, which is around the quality used by Netflix and Amazon for 4K streaming, we can see the 2nd-gen Fire TV handles this without any issues because it was designed with dedicated hardware to handle this exact codec and bit rate. . . . Lastly, we’ll bump up the bit rate to 100 Mbps, which again, nobody would realistically use. . . . The 2nd-gen Fire TV is handling this 100 Mbps h.265 video without a sweat, thanks to its h.265 capable hardware decoder.”

99. Amazon admits that the web page <https://www.theverge.com/2014/12/9/7359695/amazon-announces-4k-streaming-for-instant-video> states, “Instant Video will use the High Efficiency Video Coding (HEVC), otherwise referred to as H.265, to compress the high quality streams. Most new Ultra HD TVs are capable of handling this signal as long as they have an HEVC decoding chip inside.”

100. Amazon denies the allegations of paragraph 100 of the complaint.

101. Amazon denies the allegations of paragraph 101 of the complaint.

102. Amazon denies the allegations of paragraph 102 of the complaint.

103. Amazon denies the allegations of paragraph 103 of the complaint.

104. Amazon denies the allegations of paragraph 104 of the complaint.

105. Amazon denies the allegations of paragraph 105 of the complaint.

106. Amazon denies the allegations of paragraph 106 of the complaint.

107. Amazon denies the allegations of paragraph 107 of the complaint.

108. Amazon denies the allegations of paragraph 108 of the complaint.

109. Amazon denies the allegations of paragraph 109 of the complaint.

110. Amazon denies the allegations of paragraph 110 of the complaint.

111. Amazon denies the allegations of paragraph 111 of the complaint.

112. Amazon denies the allegations of paragraph 112 of the complaint.

113. Amazon denies the allegations of paragraph 113 of the complaint.

REALTIME’S PRAYER FOR RELIEF

Amazon denies that Realtime is entitled to any of the relief requested in the complaint or any relief whatsoever. Amazon denies all allegations in the complaint that have not been specifically admitted in paragraphs 1-113 above.

REALTIME'S DEMAND FOR JURY TRIAL

Realtime's demand for a jury trial does not require a response.

ADDITIONAL DEFENSES

Amazon asserts the following additional defenses to the complaint. In doing so, Amazon does not assume any burden of proof on any issue that is Realtime's burden as a matter of law. Amazon also reserves the right to amend or supplement these defenses as additional facts become known.

FIRST DEFENSE: FAILURE TO STATE A CLAIM

The complaint fails to state a cause of action against Amazon for which relief can be granted.

SECOND DEFENSE: NON-INFRINGEMENT ('535 PATENT)

Amazon has not infringed, and currently does not infringe, any valid claim of the '535 patent and is not liable for any infringement.

THIRD DEFENSE: INVALIDITY ('535 PATENT)

One or more claims of the '535 patent are invalid for failure to meet one or more of the conditions for patentability specified in Title 35, U.S.C., or the rules, regulations, and laws related thereto, including, without limitation, 35 U.S.C. § 101 and one or more of 35 U.S.C. §§ 102, 103, and/or 112.

FOURTH DEFENSE: NON-INFRINGEMENT ('477 PATENT)

Amazon has not infringed, and currently does not infringe, any valid claim of the '477 patent and is not liable for any infringement.

FIFTH DEFENSE: INVALIDITY ('477 PATENT)

One or more claims of the '477 patent are invalid for failure to meet one or more of the conditions for patentability specified in Title 35, U.S.C., or the rules, regulations, and laws related thereto, including, without limitation, 35 U.S.C. § 101 and one or more of 35 U.S.C. §§ 102, 103, and/or 112.

SIXTH DEFENSE: NON-INFRINGEMENT ('442 PATENT)

Amazon has not infringed, and currently does not infringe, any valid claim of the '442 patent and is not liable for any infringement.

SEVENTH DEFENSE: INVALIDITY ('442 PATENT)

One or more claims of the '442 patent are invalid for failure to meet one or more of the conditions for patentability specified in Title 35, U.S.C., or the rules, regulations, and laws related thereto, including, without limitation, 35 U.S.C. § 101 and one or more of 35 U.S.C. §§ 102, 103, and/or 112.

EIGHTH DEFENSE: NON-INFRINGEMENT ('462 PATENT)

Amazon has not infringed, and currently does not infringe, any valid claim of the '462 patent and is not liable for any infringement.

NINTH DEFENSE: INVALIDITY ('462 PATENT)

One or more claims of the '462 patent are invalid for failure to meet one or more of the conditions for patentability specified in Title 35, U.S.C., or the rules, regulations, and laws related thereto, including, without limitation, 35 U.S.C. § 101 and one or more of 35 U.S.C. §§ 102, 103, and/or 112.

TENTH DEFENSE: NON-INFRINGEMENT ('298 PATENT)

Amazon has not infringed, and currently does not infringe, any valid claim of the '298 patent and is not liable for any infringement.

ELEVENTH DEFENSE: INVALIDITY ('298 PATENT)

One or more claims of the '298 patent are invalid for failure to meet one or more of the conditions for patentability specified in Title 35, U.S.C., or the rules, regulations, and laws related thereto, including, without limitation, 35 U.S.C. § 101 and one or more of 35 U.S.C. §§ 102, 103, and/or 112.

TWELFTH DEFENSE: PROSECUTION HISTORY ESTOPPEL

The relief sought by Realtime is barred, in whole or in part, under the doctrine of prosecution history estoppel due to amendments and/or statements made during prosecution of the patents-in-suit.

THIRTEENTH DEFENSE: DEDICATION TO THE PUBLIC

The relief sought by Realtime is barred, in whole or in part, because Realtime dedicated to the public all methods, systems, and products disclosed in the patents-in-suit but not literally claimed therein.

FOURTEENTH DEFENSE: UNAVAILABILITY OF INJUNCTIVE RELIEF

Realtime is not entitled to injunctive relief, as a matter of law, and cannot satisfy the requirements applicable to its request for injunctive relief in any form.

FIFTEENTH DEFENSE: LIMITATION ON DAMAGES AND COSTS

Realtime's claim for damages is barred, in whole or in part, by 35 U.S.C. §§ 286 or 287. To the extent any claim of the patents-in-suit is invalid, Realtime is barred from recovering costs by 35 U.S.C. § 288.

SIXTEENTH DEFENSE: GOOD FAITH

Amazon has engaged in all relevant activities in good faith, thereby precluding Realtime, even if it prevails, from recovering its reasonable attorneys' fees or costs under 35 U.S.C. § 285.

RESERVATION OF ADDITIONAL DEFENSES

Amazon reserves the right to assert additional defenses in the event that discovery or other analysis indicates that additional defenses are appropriate.

PRAYER FOR RELIEF

WHEREFORE, Amazon prays for judgment with respect to Realtime's complaint and Amazon's defenses as follows:

- a. A judgment in favor of Amazon denying Realtime all relief requested in its complaint and dismissing its complaint with prejudice;
- b. A judgment against Realtime finding that Amazon has not and does not infringe and is not liable for any infringement of any valid and enforceable claim of the '535 patent;
- c. A judgment against Realtime finding that Amazon has not and does not infringe and is not liable for any infringement of any valid and enforceable claim of the '477 patent;
- d. A judgment against Realtime finding that Amazon has not and does not infringe and is not liable for any infringement of any valid and enforceable claim of the '442 patent;
- e. A judgment against Realtime finding that Amazon has not and does not infringe and is not liable for any infringement of any valid and enforceable claim of the '462 patent;
- f. A judgment against Realtime finding that Amazon has not and does not infringe and is not liable for any infringement of any valid and enforceable claim of the '298 patent;
- g. A judgment against Realtime finding that one or more claims of the '535 patent are invalid;

- h. A judgment against Realtime finding that one or more claims of the '477 patent are invalid;
- i. A judgment against Realtime finding that one or more claims of the '442 patent are invalid;
- j. A judgment against Realtime finding that one or more claims of the '462 patent are invalid;
- k. A judgment against Realtime finding that one or more claims of the '298 patent are invalid;
- l. A judgment that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding Amazon its reasonable attorneys' fees;
- m. For an award of costs to Amazon; and
- n. Such other relief as the Court shall deem just and proper.

DEMAND FOR JURY TRIAL

Amazon hereby requests a trial by jury on all issues so triable including specifically on Realtime's claims and Amazon's defenses thereto.

Respectfully, submitted,

/s/Saina S. Shamilov

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SERVICES, LLC, AMAZON DIGITAL
SERVICES, INC.

December 15, 2017

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on December 15, 2017. Any other counsel or record will be served by First Class U.S. Mail on this same date.

/s/Saina S. Shamilov

Saina S. Shamilov